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*Attorneys for Defendants*

UNITED STATES DISTRICT COURT,  
DISTRICT OF NEVADA

DANIEL GONZALEZ and JEFFREY  
HUGHES,

Plaintiffs,

vs.

DIAMOND RESORTS  
INTERNATIONAL MARKETING, INC.,  
DIAMOND RESORTS  
INTERNATIONAL, INC., DIAMOND  
RESORTS CORPORATION, and WEST  
MAUI RESORTS PARTNERS, L.P.,

Defendants.

Case No. 2:18-cv-00979-APG-CWH

**STIPULATED PROTECTIVE ORDER**

1 All parties, Plaintiffs Daniel Gonzalez and Jeffrey Hughes (“Plaintiffs”), and Defendants  
2 Diamond Resorts International Marketing, Inc. and West Maui Resorts Partners, L.P.  
3 (“Defendants”) (collectively “the Parties”), stipulate to the following terms regarding a Protective  
4 Order of confidentiality and request that the Court enter a corresponding order:

5 1. Any party or non-party may designate as “CONFIDENTIAL” or “ATTORNEY’S  
6 EYES ONLY” (by stamping the relevant page or other otherwise set forth herein) any document  
7 or response to discovery which that party or non-party considers in good faith to contain  
8 information involving third parties, trade secrets, or confidential business or financial information,  
9 subject to protection under the Federal Rules of Civil Procedure or Nevada law (“Confidential  
10 Information”). Where a document or response consists of more than one page, the first page and  
11 each page on which Confidential Information appears shall be so designated.

12 2. Any party to this litigation (or any non-party served with a subpoena duces tecum  
13 by a party) that produces or discloses any discovery material that the producing person believes  
14 should be subject to this Protective Order may designate the same as “CONFIDENTIAL” or  
15 “ATTORNEY’S EYES ONLY.”

16 CONFIDENTIAL — The producing person may designate the following discovery material  
17 as CONFIDENTIAL: sensitive, confidential, or proprietary technical, business, or financial  
18 information that gains value from not being generally known or the disclosure of which would harm  
19 the business or reputation of the producing person, or other information that the producing person  
20 reasonably believes is confidential or otherwise qualifies for protection under Federal Rule of Civil  
21 Procedure 26(c).

22 ATTORNEY’S EYES ONLY — The producing person may designate the following  
23 discovery material as ATTORNEY’S EYES ONLY: sensitive, confidential, or proprietary  
24 technical, business, or financial information that the producing person reasonably believes will  
25 result in irreparable harm if competitors, the general public, or anyone other than the receiving  
26 person has access to it. Examples of such discovery material are trade secrets, highly confidential  
27 business information, and proprietary personnel information.  
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1           3.       A party or non-party may designate information disclosed in response to informal  
2 or written discovery or during a deposition as CONFIDENTIAL or ATTORNEY'S EYES ONLY  
3 by so indicating in said response or on the record at the deposition and requesting the preparation  
4 of a separate transcript of such material. Additionally, a party or non-party may designate in  
5 writing, within twenty (20) days after receipt of said responses or of the deposition transcript for  
6 which the designation is proposed, that specific responses and/or specific pages of the transcript be  
7 treated as CONFIDENTIAL or ATTORNEY'S EYES ONLY information. Any other party may  
8 object to such proposal, in writing or on the record. Frivolous objections, and those made for an  
9 improper purpose (e.g., to harass or impose unnecessary expense or burden on another party) may  
10 expose the objecting party to sanctions. Upon such objection, the Parties shall follow the  
11 procedures described in Paragraph 10 below. After any designation made according to the  
12 procedure set forth in this paragraph, the designated documents or information shall be treated  
13 according to the designation until the matter is resolved according to the procedures described in  
14 Paragraph 9 below, and counsel for all Parties shall be responsible for making all previously  
15 unmarked copies of the designated material in their possession or control with the specified  
16 designation.

17           4.       All information produced or exchanged in the course of this case (other than  
18 information that is publicly available) shall be used by the party or Parties to whom the information  
19 is produced solely for the purposes of preparing for, conducting, participating in the conducting of,  
20 and/or prosecuting and/or defending this case and for no other purpose, including, without  
21 limitation, the prohibited purpose of disclosing any information marked as CONFIDENTIAL or  
22 ATTORNEY'S EYES ONLY for any legal, business, competitive or other purpose whatsoever.

23           5.       Except with the prior written consent of all Parties, or upon prior order of this Court  
24 obtained upon notice to opposing counsel, ATTORNEY'S EYES ONLY information shall not be  
25 disclosed to any person other than:

26                   (a)     counsel for the respective Parties to this litigation, including in-house  
27 counsel and co-counsel retained for this litigation;

28                   (b)     employees of such counsel;

1 (c) consultants or expert witnesses retained for the prosecution or defense of  
2 this litigation, provided that each such person shall execute a copy of the Certification annexed to  
3 this Order as Exhibit "A" (which shall be retained by counsel to the party so disclosing the  
4 ATTORNEY'S EYES ONLY information and made available for inspection by opposing counsel  
5 after the termination of the action only upon good cause shown and upon Order of the Court)  
6 before being shown or given any ATTORNEY'S EYES ONLY information;

7 (d) any authors or original recipients of the Confidential Information;

8 (e) the Court, Court personnel, and court reporters;

9 (f) any witnesses and attorneys for witnesses, as to whom the Parties mutually  
10 agree in writing. A witness shall sign the Certification before being shown a confidential  
11 document. Confidential Information may be disclosed to a witness who will not sign the  
12 Certification only in a deposition at which the party who designated the Confidential Information  
13 is represented or has been given notice that Confidential Information shall be designated  
14 CONFIDENTIAL pursuant to Paragraph 2 above. Witnesses shown Confidential Information  
15 shall not be allowed to retain copies; and

16 (g) any mediator or settlement officer, and their supporting personnel, who the  
17 Parties retain.

18 6. Except with the prior written consent of the Parties, or upon prior order of this Court  
19 obtained upon notice to opposing counsel, Confidential Information shall not be disclosed to any  
20 person other than:

21 (a) individual defendants, class representatives, any officer or employee of a  
22 party, to the extent deemed necessary by Counsel for the prosecution or defense of this litigation;

23 (b) Counsel for the respective Parties to this litigation, including in-house  
24 counsel and co-counsel retained for this litigation;

25 (c) employees of such counsel;

26 (d) technical personnel of the Parties with whom counsel for the Parties find it  
27 necessary to consult, in the discretion of such counsel, in preparation for trial of this action;

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(e) stenographic and clerical employees associated with the individuals identified above;

(f) consultants or expert witnesses retained for the prosecution or defense of this litigation, provided that each such person shall execute a copy of the Certification annexed to this Order as Exhibit "A" (which shall be retained by Counsel to the party so disclosing the Confidential Information and made available for inspection by opposing counsel after the termination of the action upon request) before being shown or given any Confidential Information;

(g) any authors or recipients of the Confidential Information;

(h) the Court, Court personnel, and court reporters;

(i) any witnesses and attorneys for witnesses. A witness shall sign the Certification before being shown Confidential Information. Confidential Information may be disclosed to a witness who will not sign the Certification only in a deposition at which the party who designated the Confidential Information is represented or has been given notice that Confidential Information shall be designated CONFIDENTIAL pursuant to Paragraph 2 above. Witnesses shown Confidential Information shall not be allowed to retain copies; and

(j) any mediator or settlement officer, and their supporting personnel, who the Parties retain.

7. Any persons receiving CONFIDENTIAL or ATTORNEY'S EYES ONLY information shall not reveal or discuss such information to or with any person who is not entitled to receive such information, except as set forth herein.

8. Any party that seeks to file any CONFIDENTIAL or ATTORNEY'S EYES ONLY information with the Court must comply with Local Rule IA 10-5. Unless otherwise permitted by statute, rule or prior court order, papers filed with the Court under seal shall be accompanied by a contemporaneous motion for leave to file those documents under seal, and shall be filed and served in accordance with Local Rule IA 10-5. All papers filed under seal will remain sealed until the court either denies the motion to seal or enters an order unsealing them. Notwithstanding any agreement among the Parties, the party seeking to file a paper under seal bears the burden of overcoming the presumption in favor of public access to papers filed in court. *Kamakana v. City*

1 *and County of Honolulu*, 447 F.2d 1172 (9th Cir. 2006); *Pintos v. Pac. Creditors Ass'n*, 605 F.3d  
 2 665, 677-78 (9th Cir. 2010). In response, a party may, if it chooses, provide additional facts  
 3 demonstrating good cause (or compelling reasons) to overcome the presumption in favor of public  
 4 access to papers filed in court. *Id.*

5 9. A party may designate as CONFIDENTIAL or ATTORNEY'S EYES ONLY  
 6 documents or discovery materials produced by a non-party by providing written notice to all Parties  
 7 of the relevant document numbers or other identification within thirty (30) days after receiving such  
 8 documents or discovery materials. Any party or non-party may voluntarily disclose to others  
 9 without restriction any information designated by that party or non-party as CONFIDENTIAL,  
 10 although a document may lose its confidential status if it is made public.

11 10. If a party contends that any material is not entitled to CONFIDENTIAL or  
 12 ATTORNEY'S EYES ONLY treatment, such party may at any time give written notice to the party  
 13 or non-party who designated the material. The party or non-party who designated the material shall  
 14 have twenty-five (25) days from the receipt of such written notice to apply to the Court for an order  
 15 designating the material as CONFIDENTIAL. The party or non-party seeking the order has the  
 16 burden of establishing that the document is entitled to protection.

17 11. Notwithstanding any challenge to the designation of material as CONFIDENTIAL  
 18 or ATTORNEY'S EYES ONLY information, all documents shall be treated as such and shall be  
 19 subject to the provisions hereof unless and until one of the following occurs:

20 (a) the party or non-party claims that the material is CONFIDENTIAL or  
 21 ATTORNEY'S EYES ONLY information withdraws such designation in writing; or

22 (b) the party or non-party who claims that the material is CONFIDENTIAL or  
 23 ATTORNEY'S EYES ONLY information fails to apply to the Court for an order designating the  
 24 material confidential within the time period specified above after receipt of a written challenge to  
 25 such designation; or

26 (c) the Court rules the material is not confidential.

27 12. All provisions of this Order restricting the communication or use of  
 28 CONFIDENTIAL or ATTORNEY'S EYES ONLY information shall continue to be binding after

1 the conclusion of this action, unless otherwise agreed or ordered. Upon conclusion of the litigation,  
2 a party in the possession of CONFIDENTIAL or ATTORNEY'S EYES ONLY information, other  
3 than that which is contained in pleadings, correspondence, and deposition transcripts, shall either  
4 (a) return such documents no later than thirty (30) days after conclusion of this action to counsel  
5 for the party or non-party who provided such information or (b) destroy such documents within the  
6 time period upon consent of the party who provided the information and certify in writing within  
7 thirty (30) days that the documents have been destroyed. Counsel for the Parties are entitled to  
8 retain one archival copy of Confidential Information for their files.

9 13. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use  
10 of documents at trial.

11 14. Nothing herein shall be deemed to waive any applicable privilege or work product  
12 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material  
13 protected by privilege or work product protection.

14 15. Any witness or other person, firm or entity from whom or which discovery is sought  
15 may be informed of and may obtain the protection of this Order by written advice to the Parties'  
16 respective counsel or by oral advice at the time of any deposition or similar proceeding.

17 16. Any violation of this Order may be punished by any and all appropriate measures,  
18 including, without limitation, contempt proceedings and/or monetary sanctions.

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17. The Parties intend for this Stipulated Protective Order to be binding and enforceable against them beginning at the time it is executed by their counsel even though it may not yet be ordered by the Court.

IT IS SO STIPULATED this 22nd day of July 2019:

DICKINSON WRIGHT PLLC

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/s/ Martin D. Holmes

/s/ Alison M. Hamer

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*Members*

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*Attorneys for Defendants*

## ORDER

IT IS SO ORDERED:

CARL W. HOFFMAN

United States Magistrate Judge

DATED: \_\_\_\_\_



**EXHIBIT A**

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

DANIEL GONZALEZ and JEFFREY  
HUGHES,

Plaintiffs,

vs.

DIAMOND RESORTS INTERNATIONAL  
MARKETING, INC., DIAMOND  
RESORTS INTERNATIONAL, INC.,  
DIAMOND RESORTS CORPORATION,  
and WEST MAUI RESORTS PARTNERS,  
L.P.,

Defendants.

CASE NO.: 2:18-CV-00979-APG-CWH

**AGREEMENT TO BE BOUND BY STIPULATED PROTECTIVE ORDER**

I, \_\_\_\_\_, declare and say that:

1. I am employed as \_\_\_\_\_ by

\_\_\_\_\_.

2. I have read the Stipulated Protective Order (the "Order") entered in *Gonzalez, et al. v. Diamond Resorts International Marketing, Inc., et al.*, and have received a copy of the Order.

3. I promise that I will use any and all CONFIDENTIAL or ATTORNEY'S EYES ONLY information, as defined in the Order, given to me only in a manner authorized by the Order, and only to assist Counsel in the litigation of this matter.

4. I promise that I will not disclose or discuss such CONFIDENTIAL or ATTORNEY'S EYES ONLY information with anyone other than the persons described in Paragraphs 5 and 6 of the Order.

5. I acknowledge that, by signing this agreement, I am subjecting myself to the jurisdiction of the United States District Court for the District of Nevada with respect to the enforcement of the Order.

1           6. I understand that any disclosure or use of CONFIDENTIAL or ATTORNEY'S  
2 EYES ONLY information in any manner contrary to the provisions of the Protective Order may  
3 subject me to sanctions for contempt of court.

4           7. I will return all CONFIDENTIAL or ATTORNEY'S EYES ONLY Discovery  
5 Material (as defined in the Order) to the attorney who provided it to me, upon request of that  
6 attorney, and I shall not retain any copies of said Discovery Material or any information contained  
7 within CONFIDENTIAL or ATTORNEY'S EYES ONLY Discovery Material.

8 I declare under penalty of perjury that the foregoing is true and correct.

9  
10 Date: \_\_\_\_\_  
11 [Printed Name]

**CERTIFICATE OF SERVICE**

I hereby certify that on July 22, 2019, I caused a true and accurate copy of the foregoing, **STIPULATED PROTECTIVE ORDER** to be filed with the Clerk of the Court via the Court's CM/ECF system, which sent an electronic copy of the same to the following counsel of record:

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Dated this 22nd day of July, 2019.

/s/ Karen Torres